Amendments to the Drawings:

The attached sheets include changes to Figures 1, 3, 4, 5 and 6A

as discussed in the remarks of this amendment

Attachment: Replacement Sheets

REMARKS

Reconsideration and allowance of the above-referenced application are respectfully requested.

Non Prior Art Rejections

Applicant has made many changes as requested by the Offiical Action; however all of these are believed to be formal in nature, and should be accepted after final. Many of the changes suggested by the Examiner are believed to be of a character that would raise new issues, and hence are not made herein. These changes which are made should be entered, since they place the case in better condition for appeal.

A number of drawing changes are made herein. Applicant apologizes for the previous confusion in not making all of the proper drawing changes. It is believed that this current set of drawing changes should obviate all of the remaining drawing issues in the case.

The specification stands objected to as allegedly failing to provide proper antecedent basis for the claimed subject matter. Applicants respectfully traverses many of these rejections, and has obviated those of the rejections that are not traversed.

Initially, however, note that claims 14, 15, 16 and 20 WERE ORIGINAL CLAIMS, originally filed with this application. The

indication that they are not supported by the originally-filed specification is without merit on any ground. The exact language of these original claims has been added to the specification, to obviate any possible issue of lack of antecedent basis.

The first objection is to claim 14, which states that the "quick bid overcomes only those bids which are known". Note that claim 14 is an original claim, and it is hence logically inconsistent to contend that the specification does not support this claim. In any case, since this was an original claim, the subject matter of this claim has been added to page 19 of the specification.

The objection to claim 15 is respectfully traversed for similar reasons: claim 15 is an original claim, and cannot logically be unsupported by the specification. In any case, the specification describes extensively that some bids are, in effect, secret and not known. See for example page 10 lines 10-17.

The objection to claim 16 is similarly traversed. The determining both secret bids and non-secret bids is clearly shown page 20 lines 8-10. In any case, the subject matter of original claim 16 has been added to page 20, since this was an original claim.

Similarly, the subject matter of claim 17 has been added to page 20, since claim 17 was an original claim.

The objection to claim 20 has been added to this section.

Whether these sections are allowed or not, these claims are ORIGINAL claims, and cannot logically be considered as new matter or in any way unsupported.

This obviates the objections to the specification on pages 5 and 6, since these were original claims, and as such, clearly cannot be new matter.

The typographical error in the changes to figure 5 has been corrected herein.

Claims 2, 13, 18, 22 and 26 stand objected to based on informalities. Many of these contentions are respectfully traversed.

The suggestions to claim 2 have been adopted.

Claim 13 is believed completely clear as currently written. The claim already says that the operations occur "on a first computer connected to the internet". It is believed that the changes suggested by the official action would raise new issues, preventing an appeal at this point. However, the Examiner is thanked for this suggestion.

Claim 18 defines a programmED computer. With all due respect, if the Examiner's suggestions are adopted, then the claim would no longer define a programmED computer, but would only define a computer which was able to be programmed.

The objections to claim 22 have also been obviated herein by amendment.

Claim 25 has also been amended as suggested by the objections, as has claim 26.

The objection to claim 29 is respectfully traversed. The bid is certainly placed using a single click according to the language of figure 7A and 7B. Admittedly, there is a confirmation of whether we want the bid to be actually placed, but the bid itself is placed with a single click. See figure 7A which shows quick bid, shows that a single "click", is made on the quick bid. A single click on that quick bid places the bid. While admittedly thereafter there may be a confirmation, the bid itself is placed with a single click.

With all due respect, the rejection reads this claim as though the claim read "the entire bid is placed with a single click and that no other clicks are necessary to confirm.". Claim 29 does not recite this -- it only says that the bid is "placed". Figure 7A clearly shows one click on the quick bid to place the bid.

Claims 2, 5, 13-17, 21, 22, 25, 26 and 29 stand rejected as allegedly failing to comply with the adequate written description requirement. These contentions are factually incorrect, and are respectfully traversed.

For claim 2, the objection queries how the amount required to overcome any current bids is used to determine whether an entered bid is higher than the current bid without the user viewing the amount required. As explained on page 16, the local

"applet" runs on the user's terminal. This is updated with minimum bid amounts, and winning bid amounts. The agent is therefore able to accept or reject the bid substantially immediately. See page 16 lines 9-10. Figure 6A (page 16 line 17-18) may be executed when maximums are known to all agent applets. However, if the new bid is greater than the winning bid at 640, see the bottom of page 17, other bids which are going to be released at later times may be investigated by the agent manager. The winning bid may not be known to all agents, see the bottom of page 17. The test at 650 determines if the current bid is greater than the minimum., and therefore this determines whether the entered bid is higher than a current bid amount, and does so without contacting the first computer.

Applicant does not wish to get involved in the hypothetical posed on page 9 of the office action, which has nothing to do with the words of the claim. The words of the claim only have to do with whether there are secret bids that can be overcome.

The "current winning amount" in claim 13 does not mean that it will win the auction; it only means that it is higher than any known bid. There may be a higher bid somewhere out there, that is maintained secret. Just like on eBay today: just because you are the winner an hour before the end of the auction does not mean that there are not people out there willing to place bids that allows to from your winning position.

With all due respect, the objection to claim 25 simply states that the bid is allowed to be placed without contacting the first computer. Claim 25 does not recite that the bid is actually placed with the first computer without contacting the first computer.

Claims 2, 5, 22 and 25 stand rejected under 35 USC 112, second paragraph, as allegedly being indefinite.

Regarding claim 2, applicant agrees that allowing placing bids is not the same as placing bids. However, this allowing bids to be placed (in a method claim) certainly does further limit the claim, since it states that the bids are allowed to be placed. This clause also states that there is a second computer connected to the Internet.

Regarding claim 5, the indefiniteness rejection is respectfully traversed, and it is unclear what relevance to the "user" has to a claim that states providing the bids to an agent program which keeps the bid secret until a time of day and day specified by the indication. It is not understood what relevance this has to "whether the user really knows the current bid and further how can you keep an entered bid secret by the user". Claim 5 says nothing about the user: it only says providing the bids to an agent.

Applicants respectfully traverse the objection that a second computer must be recited in claim 13. Claim 13 defines hosting the auction, and the ability to bid.

The objection to "enabling the quick bid" is also respectfully traversed, the ability to allow something to happen is certainly a limitation, whether it actually is recited as happening or not.

With regards to claim 16, applicants respectfully traverse the objection for similar reasons to those discussed above. With regard to claim 22, applicants respectfully traverse the objection for similar reasons to those discussed above. With regard claim 25, the "current maximum bid" is believed completely clear in context. Hence, this contention is respectfully traversed.

Rejections Based on Prior Art

Claims 2, 5, 25, 26 and 28 stand rejected under 35 USC 102b as allegedly being unpatentable over Ebay's proxy bidding, herein "Ebay". This contention is respectfully traversed.

The undersigned reiterates the point that all claim limitations must be considered.

Consider, by analogy, the law on printed matter, such as set forth in In re Miller, 164 USPQ 46 (CCPA, 1969). In that case, the CCPA required that the examination take into account the claimed printed matter, even though printed matter by itself was unpatentable. Similarly here – the Patent office must consider, all claim limitations. The patent office is not entitled to ignore any claim limitation, whether it is the method steps or the information in the database. Information in the database that is recited in the claim must be given patentable weight. Miller, by analogy, seems squarely on point.

In rejecting claim 2, the rejection's interpretation of what eBay does, does not properly consider the limitations of the claim. Information is stored on the second computer about an amount that will be required to overcome any current bids on the item. EBay does not currently store that kind of information on the local computers. EBay may store information about what the next bid increment will be, but that information does not store

on the second computer, anything about the amount that will be required to overcome <u>any current bids</u> on the item as claimed.

An agent program is certainly used by eBay, but the rejection completely ignores claim 5's limitation of time of day and date. This is completely incorrect.

The rejection to claim 22 is similarly respectfully traversed. EBay does not currently store secret information on the local computers.

Similarly, the rejection to claim 25 is incorrect. EBay does not currently store secret information on the local "second" computer. The scenario outlined at the bottom of page 13 is entirely beside the point. EBay does not currently store secret information on the local computer. A computer connected to EBay has no way of determining whether an entered bid is higher than the secret maximum bid. Therefore, claim 25 is patentable.

Therefore, the <u>Graham v John Deere</u> "scope and contents" does not show the subject matter of these claims, and hence the patent office has not met their burden of coming forward with a prima facie showing of unpatentability.

Claims 13-17 and 21 stand rejected based on eBay in view of Hartmann. This contention remains respectfully traversed. The limitations of the eBay reference have been extensively discussed above. Nowhere does eBay teach or suggest a quick bid. Moreover, and with all due respect, Hartmann teaches a system of a quick <u>item purchase</u>, which teaches nothing about a quick

auction win. While quick purchase may <u>sound like </u>a quick auction
win, it is very different. Claims 13 recites features which are
specific to an auction, and which would not be used in a one
click order scenario. In a one click order scenario there is a
an established exact price. The single click of Hartmann puts
together that established price with user information and
processes the order. A one click auction, on the other hand,
requires actually determining the price using ending the auction.
Hartmann teaches nothing about how to do that part. Nothing in
eBay teaches how to establish that price and keep secret that
price.

A one click end to an auction is quite simply antithetical
to any established conventional teaching in the art. A typical
auction attempts to find the highest possible price for the item.
A one click end to an auction goes against that established
wisdom.

Therefore, a person having ordinary skill in the art would
not be motivated to combine Hartmann with eBay. Even if one
wanted to make that combination, one would obtain no guidance on
how to do so.

Even if the combination where made, one would only obtain an
ebay style bidding system wit a Hartmann style "one click
purchase" of an item with a fixed price. Nothing in the
combination of prior art shows a one click purchase of an item in
a bidding style scenario.

Therefore, claim 13 should be allowable along with the claims which depend therefrom.

Claim 17 should be even further allowable, as it defines an extra fee beyond that which would be charged for only nonsecret items. The statement that the claim does not recite any method steps is contrary to the law which requires that the patent office consider all elements of the claim. Here, the patent office has simply ignored the claimed elements.

Claims 18-20 and 29 similarly stand rejected based on eBay in view of Hartmann. This is even further respectfully traversed. Nothing in Hartmann teaches or suggests how a bid could be sent to a server with one click. Nothing in eBay teaches or suggest this either. The rejection is entirely based on hindsight, at nowhere is there any teaching or suggestion of sending a bid with a single click. Therefore, the combined "scope and contents" does not disclose the claimed features.

It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as

specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

For all of these reasons, it is respectfully suggested that all of the claims should be in condition for allowance. A formal notice of allowance is hence respectfully requested.

If the Examiner believes that communications such as a telephone interview or email would facilitate disposal of this case, the undersigned respectfully encourages the Examiner to contact the undersigned.

Recognizing that Internet communications are not secure, I hereby authorize the USPTO to communicate with me concerning any subject matter of this application by electronic mail (using the email address scott@harrises.com). I understand that a copy of these communications will be made of record in the application file.

Please charge any fees due in connection with this response, (including the second month extension of time paid via EFS), to Deposit Account No. 50-1387, small entity.

Respectfully submitted,

Date: _9/17/07_____   __/Scott C Harris/_____
                                 Scott C. Harris
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